

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF NEW YORK

Douglas C Palmer
Clerk of Court

Brenna Mahoney
Chief Deputy

Carol McMahon
Chief Deputy



Theodore Roosevelt Federal Courthouse
Emanuel Cellar Federal Courthouse
225 Cadman Plaza East
Brooklyn, NY 11201
(718) 613-2270

Alfonse D'Amato Federal Courthouse
100 Federal Plaza
Central Islip, NY 11722
(631) 712-6000
Pro Se: (631) 712-6060

LONG ISLAND OFFICE

Date: 3/27/19
Re: 17-4375 (JS)(GRB)

Dear *pro se* litigant:

The enclosed exhibits is/are being returned without docketing or consideration for the following reason(s):

- The docket number and/or judges' initials are incorrect or missing.
- Your signature is required on all papers filed with the Court. Please sign wherever an "X" appears.
- These papers appear to be intended for another court or agency.
- Papers cannot be filed without indicating that they have been served on all parties in your action, or their attorneys. This office *will not* forward copies of your papers to other parties or their counsel. An affirmation of service form is enclosed.
- Your papers do not meet the minimum requirements for:
 - Legibility: please type or print clearly.
 - Language: only English is acceptable.
 - Form or Content: See forms/instructions enclosed.
 - Please indicate the documents you served on your affirmation of service.
 - Other:
- This Court will only accept papers on 8 1/2 by 11 paper. Note that this does not include exhibits.
- Pursuant to Local Civil Rule 5.1, discovery materials are not filed with the Court except by Order of the Court.
- Your Notice of Appeal has been processed, and your case is closed. Your papers should be directed to:

United States Court of Appeals for the Second Circuit
Thurgood Marshall U. S. Courthouse
40 Foley Square
New York, NY 10007

- Our records indicate that you are represented by an attorney. As such, you may not file papers or communicate directly with the Court. Please refer this matter to your attorney.
- The Court cannot act on your submission(s). To the extent that it is your intent to start a new action, or to file a motion, please request the appropriate form(s) from our website or from our office.

Other: *This filing is premature as your opposition to the motion to dismiss has not been filed yet. Should you wish to refile this, please resubmit when you file your opposition.* By: *J. Grady*

Record/FILE ON DEMAND

Acceptance of Offer with full immunity AND WITHOUT RE COURSE! MEC-0321BNYM-SPMS1203-BNYM1SMS3® is secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions.

**In the NEW YORK DISTRICT Court for the
DISTRICT of NEW YORK at Common Law**

**Mario E. Castro, et al.,
Plaintiff(s),**

vs.

**THE BANK OF NEW YORK MELLON,
as Trustee for the Certificate Holders of
CWALT Inc., Alternative Loan Trust
2006-0A11 mortgage pass-through
certificates 2006-0A11, f/k/a THE BANK
OF NEW YORK MELLON,
ALTERNATIVE LOAN TRUST
2006-0A11; UNKNOWN Doe's 1-12,000
et al...**

**SHELLPOINT MORTGAGE
SERVICING, UNKNOWN Doe's
1-12,000 et al...**

Defendant(s).

Civil Action No.: 17-cv-4375-JS-GRB

**NOTICE TO THE COURT
OF PRESENTMENTS SENT TO PARTIES
(EXHIBITS - B1 and B2)**

RECEIVED

MAR 21 2019

EDNY PRO SE OFFICE

Comes now Mario E. Castro, Sui Juris, with all natural rights explicitly reserved and retained, hereby presents a true and correct copy of the **Conditional Acceptance Agreement Contract and /Addendum Agreement** referred to by the opposing parties and the court as "Show of Cause Proof of Claim", that were presented with my motion for 30 day Enlargement of Time, which specifies within that motion for Enlargement of time Presentment the attached were being filed as "Exhibits" (Exhibits B 1 and B 2) as the court is and was to construe liberally as exhibits notifying all parties to this case, the court and the Honorable Judge Joanna Sybert, of record of the presentments to the parties to be on record as Exhibits

(see...Exhibits B1 and B2 sets of Presentments 12 pages each totaling 24 pages) herein to be incorporated by reference in this case by this notice to the court as further notice on the record to the judge, the court, and the parties being sued upon in this matter to include the attorneys of record and the organization they are operating under as all parties have receive notice of these presentments (Exhibits B) even before this notice filing in reference to the Conditional Acceptance Agreement/Contract and Addendum to Agreement/Contract herein referred to as Exhibits B which should have been construed to be filed as Exhibits when they were presented on the 21st of February 2019 and is being refiled a second time now with the proper label, labeling them as,...only Exhibits - B to be filed on the record in this case herein to be incorporated in this case by reference with this notice. These Exhibits are to be filed immediately without delay upon receipt as Exhibits B to this case "only" and not construed as an "answer" to any motions or other filings by the opposing party or parties. The opposing party attorney claims that the opposing party has not made any offers that require acceptance, on the contrary, the Plaintiff receives an offer on a monthly basis by the current alleged servicer on behalf of the parties (alleged current holder in due course) in the form of a monthly statement which have multiple new terms incorporated within it which are different from the original agreement terms, one specific new term being a transfer of alleged debt balance to a new account which an "internal credit" has been applied and received by the original creditor on the original account but the received credit by the government have not been applied to the borrowers side of the ledger and was not mutually agreed upon by the parties as part of the original wet ink signature agreement thereby creating an offer which requires acceptance which I have conditionally accepted.

Signature and certification of page 2 continued on page 3

RESPECTFULLY PRESENTED,

"Without Prejudice"



non assumpsit Date 3/21/19

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST-

Mario E. Castro, Propria Persona, Sui Juris All Natural Rights Explicitly Reserved and Retained U.C.C. 1-207/1-308, 1.103.6
c/o 419 West Hills Road, Melville, New York 11747, Ph. 917-513-7741

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the "Notice to the Court" attached Exhibits (EXHIBITS B) have been electronically mailed to all parties on the service list under the referenced U.S.P.S. Certified Mail numbers located below. (29 pages total)

RESPECTFULLY PRESENTED,

Addressed to:

AKERMAN LLP
Attention: Joseph M. DeFazio / Natsayi Mawere
666 FIFTH AVENUE, 20TH FLOOR
NEW YORK, NEW YORK, 10103
Certified Mail No.: 7017 2680 0000 4888 5341 via USPS

"Without Prejudice"

non assumpsit Date 3/21/19
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
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